

RECORDATION REQUESTED BY:  
Washington Mutual Bank dba Western Bank  
Southern Oregon BBC  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501-0225

WHEN RECORDED MAIL TO:  
Washington Mutual Bank dba Western Bank  
Southern Oregon BBC  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501-0225

SEND TAX NOTICES TO:  
Dale A. Newnham  
Madaline F. Newnham  
27666 Highway 50  
Merrill, OR 97633

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 9, 2001, is made and executed between Dale A. Newnham and Madaline F. Newnham, as tenants by the entirety, whose address is 27666 Highway 50, Merrill, OR 97633 ("Grantor") and Washington Mutual Bank dba Western Bank, Southern Oregon BBC, 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501-0225 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 16, 1997 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded April 17, 1997 in the official records of Klamath County, in Document No. 36263, Volume 397, Page 11091 as modified from time to time.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Government Lots 12 and 13, Section 18, Township 41 South, Range 12 East of the Willamette Meridian, also known as Farm Unit E, according to the Farm Unit Plat, EXCEPTING THEREFROM that portion conveyed to Great Northern Railway Company by Deed dated April 27, 1931, recorded April 27, 1931, in Deed Volume 95, Page 147, Deed Records of Klamath County, Oregon

The Real Property or its address is commonly known as 27666 Highway 50, Merrill, OR 97633. The Real Property tax identification number is R111015.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to April 15, 2002.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 9, 2001.

GRANTOR:

x Dale A. Newnham  
Dale A. Newnham, Individually

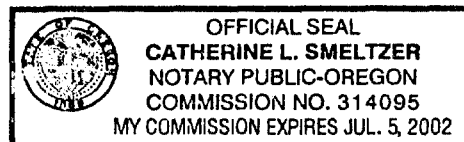
x Madaline F. Newnham  
Madaline F. Newnham, Individually

LENDER:

x Fred Kamm  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this day before me, the undersigned Notary Public, personally appeared Dale A. Newnham and Madaline F. Newnham, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1<sup>st</sup> day of April, 20 01.  
By Catherine L. Smeltzer Residing at Klamath Falls  
Notary Public in and for the State of Oregon My commission expires July 5, 2002

MODIFICATION OF DEED OF TRUST  
(Continued)

18100

Loan No: 0101

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LENDER ACKNOWLEDGMENT

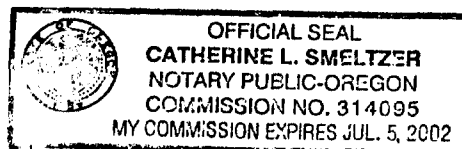
STATE OF Oregon

)

COUNTY OF Klamath

) SS

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On this 1<sup>st</sup> day of April, 20 01, before me, the undersigned Notary Public, personally appeared Fred Kowal and known to me to be the Business Banking Officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Catherine L. Smeltzer  
Notary Public in and for the State of Oregon

Residing at Klamath Falls  
My commission expires July 5, 2002

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State of Oregon, County of Klamath  
Recorded 04/24/01, at 8:32 a m.  
In Vol. M01 Page 18094  
Linda Smith,  
County Clerk Fee\$ 26<sup>00</sup>